

1 Scott E. Shaffman, S.B.# 90276  
98 Del Monte Ave., Suite 200  
2 Monterey, CA 93940  
TEL: (831) 333-0321  
3 FAX: (831)333-9012  
4 sshaffman@aol.com

5 Attorney for Plaintiff,  
6 MARY G. HILL

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8 **UNITED STATES DISTRICT COURT**

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10 **FOR THE NORTHERN DISTRICT OF CALIFORNIA**

11 **MARY G. HILL**

12  
13 **Plaintiff,**

14 **vs.**

15 **UNUM LIFE INSURANCE**  
16 **COMPANY OF AMERICA**

17 **Defendants.**

) CASE NO.:  
)  
) **COMPLAINT FOR DISABILITY**  
) **BENEFITS UNDER ERISA**  
)  
) [29 U.S. CODE SEC. 1132 (a)(1)(B)]  
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19 Plaintiff MARY G. HILL alleges:

20 **JURISDICTION**

- 21 1. Plaintiff MARY G. HILL is an individual residing in Santa Cruz County, California.  
22 2. Defendant UNUM LIFE INSURANCE COMPANY OF AMERICA ("UNUM") is a business  
23 organization doing business in the State of California as an insurer, with a principal place of business  
24 in the State of Maine.  
25 3. This action is brought under the Employee's Retirement Income Security Act of 1974, 29 U.S.  
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Code Section 1002, et. seq. (ERISA), as it involves employer-sponsored group disability insurance plans.

4. This court therefore has subject matter jurisdiction under 29 U.S.C. Sec. 1332(e)(1)

**INTRADISTRICT ASSIGNMENT**

5. Plaintiff was a resident of Santa Cruz County, California when the contract was entered into and when the claims were made and the insurance contract was to be performed in Santa Cruz County; therefore, a substantial part of the events which gave rise to this claim occurred in Santa Cruz County.

6. Accordingly, this case should be assigned to the San Jose Division of the USDC for the Northern District of California, under Civil Local Rule 3-2c).

**First Cause of Action**

**CLAIMS FOR BENEFITS UNDER ERISA**

7. On or about May 17, 2019, plaintiff was insured under a group Long Term Disability (“LTD”) insurance policy issued by defendant UNUM provided through her employer Central California Alliance for Health.

8. At all times herein mentioned the LTD policy was in full force and effect; plaintiff had paid policy premiums in full, and otherwise performed all obligations under the policy.

9. On or about May 17, 2019, plaintiff suffered a covered loss when she became disabled under the terms of the UNUM LTD policy.

10. Plaintiff made timely notice of claim.

11. After the 90 day elimination period, benefits were payable beginning August 15, 2019; UNUM paid benefits for approximately 8- 1/2 months, until April 28, 2020.

12. On or about April 28, 2020, UNUM terminated the benefit, effective April 28, 2020 and denied additional benefits.

13. Plaintiff timely filed an administrative appeal under the terms of the UNUM LTD policy

14. On or about October 14, 2021 UNUM denied the administrative appeal of the LTD claim.

15. Plaintiff has been disabled under the terms of the LTD policy since May 5, 2019 and

1 continues to be so disabled as of the filing of this complaint.

2 16. Plaintiff has been entitled to LTD benefits of approximately \$6001 per month since April  
3 28, 2020 and is entitled to that monthly benefit through August 15, 2021, a period of about 15-1/2  
4 months, with benefits of approximately \$96,000 due and owing.

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6 WHEREFOR, Plaintiffs prays Judgment against defendant UNUM as follows:

- 7 1. For long term disability policy benefits, in an amount according to proof, estimated to be \$96,000.  
8 2. For reasonable attorneys fees in obtaining policy benefits, under the provisions of ERISA.  
9 3. For costs of suit herein.  
10 4. For such other relief as the court deems proper.

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14 Dated: 10/20/2021

/S/ Scott E. Shaffman

15 SCOTT E. SHAFFMAN, Attorney for Plaintiff  
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